

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF WHEATLAND  
AND THE GENERAL EMPLOYEES'  
ASSOCIATION  
(2010-11)**

This Memorandum of Understanding (MOU) is entered into by and between the City of Wheatland ("City") and the General Employees Association ("Association"). This MOU is adopted pursuant and subject to the Meyers-Millias-Brown Act (Government Code section 3500 et seq.) and City employer-employee relations rules and regulations (Wheatland Personnel Rules, section 25; adopted by City Council Resolution No. 27-06. The City and the Association agree as follows:

**ARTICLE I - RECOGNITION:**

Pursuant to the provisions of the Meyers-Millias-Brown Act, Government Code Section 3500, et seq., the City of Wheatland (hereinafter called the "City" and "Employer" interchangeably), has recognized that the General Employees' Association (hereinafter called the "Association") as the exclusive recognized bargaining agent for the employees in the Miscellaneous Employees Unit for the purpose of establishing salaries, wages, hours and working conditions.

**ARTICLE II - NON-DISCRIMINATION:**

The City and the Association agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, political or religious opinions or affiliation or handicap or exercise of rights under the Meyers-Millias-Brown Act. The City and the Association shall re-open any provision of this agreement for the purpose of complying with any final order of the federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this agreement in compliance with state or federal anti-discrimination laws.

**ARTICLE III - COMPENSATION PLAN:**

Section 1: Salary ranges effective beginning with the first pay period beginning in July, 2010, are listed in Attachment "A" (unchanged from 2008-09).

Section 2: The parties have determined that an appropriate cost of living adjustment for 2010-11 would be 1.8%, except that, due to reduced City revenues, the City cannot afford the COLA increase at this time. The parties therefore agree to defer the COLA increase for possible implementation at some later time, as provided in section 5 below.

Section 3: Bilingual incentive pay of 2.5% of base pay shall be established and available for the classifications of City Clerk, Account Clerk I and Account Clerk II for language fluency in either Spanish or Hmong. Pay may be authorized by the City Manager after the employee's successful achievement of language certification as established by the City Manager.

Section 4: Furloughs. There shall be mandatory furloughs for all members of the bargaining unit with the exception of the classifications of Maintenance Worker, Wastewater Treatment Plant Operator and Operator in Training. Each employee shall take one unpaid furlough day

per month. The employee's department head shall determine the furlough day schedule and implementation for the covered employees.

**Section 5: Compensation Benefit Reevaluation.** The parties agree to meet approximately every 90 days during the term of this MOU (on or about October 1, 2010, January 1, 2011 and April 1, 2011) to discuss a feasible method to incrementally return the reduced compensation benefits (i.e., deferred COLA, furlough days) when the City's fiscal health improves or alternately provide for the reconsideration of wages, hours and working conditions if the City's fiscal health declines further. Any change of benefits shall be subject to subsequent agreement between the City and Association. Nothing in this section shall effect the City's options under article XXIII (Adverse Financial Impact).

#### **ARTICLE IV – PERSONNEL RULES:**

The parties acknowledge and agree that employment terms and conditions also shall be governed by the Personnel Rules and Regulations dated July 10, 2007, as the same may be amended from time to time. If there is an irreconcilable conflict between this MOU and the Personnel Rules, the MOU shall prevail. If there is an irreconcilable conflict between this MOU and any applicable federal or state law, the law shall prevail.

Section 15 G. Holidays shall be amended to add "(POA only)" after Caesar Chavez Day; and delete "(POA only)" after Christmas Eve.

#### **ARTICLE V - RETIREMENT:**

Section 1: Employees covered by this Agreement will have the opportunity to participate in a 457 Deferred Compensation Plan established by the City of Wheatland through "The Hartford" or such other plan(s) that may be subsequently established.

Section 2: Social Security: the City also participates in the Federal Social Security system (FICA and Medicare). The City contributes 7.65% of salary on behalf of the employee; and the employee contributes an equivalent amount on their own behalf.

Section 3: The City agrees to utilize one time revenues to initiate a retirement system wherein effective June 30, 2008 the City will contribute 6% of each employee's base pay matching a 3% employee contribution towards a retirement plan. It is understood that these City contributions are being funded from one time revenues that may not be available to continue this benefit in future years. If replacement revenues are not identified, these benefits may be subsequently modified or discontinued.

#### **ARTICLE VI - DEDUCTION FOR ASSOCIATION DUES:**

The City will provide for a payroll deduction for Association dues. An authorization form must be signed by each individual employee authorizing a bi-weekly deduction for Association dues. The City will not be responsible for administering the Association dues program. The Association shall be allowed to modify the amount of the bi-weekly payroll deduction no more than once each fiscal year after the initial establishment of the dues amount. The City shall provide a bi-weekly check to the Association for the dues collected during the related payroll period. The City agrees to incur the administrative costs resulting from the deductions and reporting requirements.

## **ARTICLE VII – INSURANCE BENEFITS:**

City shall pay 100% of the employee's premium for the approved Kaiser health insurance plan. The City's payment amount shall be based on the Kaiser employee-only plan with the \$50 co-payment amount. Any premium costs over this amount, including any dependent coverage costs, shall be paid by the employee. The terms of the various insurance policies and plans shall govern an employee's rights to the insurance benefits. The City will provide a Health Savings Account option for employees using the individual employee's insurance premium rate as the basis for contributing to the HSA if that option is selected.

An employee may decline to participate in the City health insurance plan if the employee provides his/her supervisor with proof of alternative insurance coverage. Annually (at July 1), should an employee choose to opt out of the insurance plan, the employee must provide his/her supervisor with acceptable proof of alternative insurance coverage prior to being able to opt out of the plan. If an employee declines to participate in the City health insurance plan, then the employee shall receive 50% of the individual's premium cost per month instead. This amount shall be paid as additional employee wages, subject to the usual payroll deductions and withholdings. For the purposes of annual accounting, premium costs shall be those currently in effect on July 1 of each year.

## **ARTICLE VIII – STATE DISABILITY INSURANCE:**

All permanent employees will participate and authorize a payroll deduction for this premium. The City agrees to incur the administrative costs resulting from the deductions and reporting requirements.

## **ARTICLE IX – LIFE INSURANCE:**

The City shall provide City paid life insurance for each full time employee in the amount of \$50,000.

## **ARTICLE X – STANDBY PAY:**

Employees working standby on weekday nights will be paid \$25.00 per night. Employees working standby weekend day (24 hours) will be paid \$45.00 per day. Employees working standby on holidays (24 hours) will be paid \$45.00 per day.

## **ARTICLE XI – CALL OUT PAY:**

Employees who have completed their normal work day by more than 30 minutes; are on a normal work day off; or on paid leave, and are called back to work shall be eligible for "Call Out Pay". Said pay shall be at the normal overtime rate of time-and-one half with a minimum of 2 hours accrued for the call out.

## **ARTICLE XII – PUBLIC WORKS CLOTHING POLICY**

The City shall provide laundered shirts for each represented employee daily. The City shall provide each employee with 2 pairs of pants each year. The City shall reimburse each employee up to \$130.00 per year for work boots upon receipt of proof of purchase.

### **ARTICLE XIII – CERTIFICATE PAY**

Employees classified as Wastewater Treatment Plant Operator who attain dual certification (Wastewater Treatment Operator – Grade 2 and Water Distribution Operator) shall receive a 7.5 % salary increase for attaining the second certificate.

Other Public Works employees who attain the single certification of Water Distribution Operator shall receive a 2% salary increase.

### **ARTICLE XIV – TIME FOR ASSOCIATION BUSINESS**

Represented employees shall be allowed a reasonable amount of time to meet with their Association representative(s) on GEA business and/or an issue related to said employee's conditions of employment. The employee's supervisor shall be notified in advance of said planned meeting and supervisory approval is required. Such approval shall not unreasonably be withheld.

### **ARTICLE XV - CITY RIGHTS:**

Section 1: The City reserves, retains and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of Management, as they are not abridged by this Agreement or by law, shall include, but shall not be limited to, the following rights:

- a. To manage the City generally and to determine the issues of policy;
- b. To determine the existence or non-existence of facts which are the basis of the Management decision;
- c. To determine the necessity and organization of any service or activity conducted by the City and to expand or diminish services;
- d. To determine the nature, manner, means, technology and extent of services to be provided to the public;
- e. To determine methods of financing;
- f. To determine types of equipment or technology to be used;
- g. To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operation is to be conducted;
- h. To determine and change the number of locations, relocations and types of operations, processes, and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City.
- i. To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments;

- j. To relieve employees from duties for lack of work or similar non-disciplinary reasons;
- k. To establish and modify productivity and performance programs and standards;
- l. To discharge, suspend, demote or otherwise discipline employees for proper cause;
- m. To determine job classifications and to reclassify employees; and
- n. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding and applicable Resolutions and Codes of the City.

#### **ARTICLE XVI. EMPLOYEE RIGHTS:**

The following are employee rights:

Section 1: The right of employees to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.

Section 2: The right of employees to refuse to join or participate in the activities of employee organizations and the right to represent themselves individually in their employment relations with the City of Wheatland.

#### **ARTICLE XVII - ASSOCIATION RESPONSIBILITY:**

Section 1: In the event that the Association, its officers, agents, representatives or members engage in any of the conduct prohibited in Article XIX, Prohibited conduct, Section 1, the Association or its duly authorized representative shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and unlawful, and that they should immediately cease engaging in such conduct prohibited in Article XIX, Prohibited conduct, Section 1, and return to work.

Section 2: If the Association performs all of the responsibilities set forth in Section 1 above, its officers, agents and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of Article XIX, Prohibited conduct, Section 1.

#### **ARTICLE XVIII - NO STRIKE--NO LOCKOUT:**

##### **PROHIBITED CONDUCT**

Section 1: The Association, its officers, agents, representatives and/or members agree that during the term of this Agreement, they will not cause or condone any strike, walkout, slowdown, sickout, or any other job action by withholding or refusing to perform services.

Section 2: The City agrees that it shall not lock out its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge,

suspension, termination, layoff, failure to recall or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this Agreement or applicable ordinance or law.

Section 3: Any employee who participates in any conduct prohibited in Section 1 above may be subject to termination by the City.

Section 4: In addition to any other lawful remedies or disciplinary actions available to the City, if the Association fails, in good faith, to perform all responsibilities in Article XVIII, Association Responsibility, the City may suspend any and all of the rights and privileges accorded to the Association under the Employee Relations Resolution and this Memorandum of Understanding, including, but not limited to, suspension of recognition of the Association, grievance procedures, right of access and the use of the City's bulletin boards and facilities.

#### **ARTICLE XIX - ENTIRE MEMORANDUM OF UNDERSTANDING:**

Section 1: It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memorandums of agreement, or memorandums of understanding, or contrary salary and/or personnel resolutions or Administrative Codes, provisions of the City, oral or written, expressed or implied, between the parties, and shall govern the entire relationship, and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State law.

Section 2: Notwithstanding the provisions of Section 1, there exists within the City certain personnel rules and regulations and departmental rules and regulations. To the extent that this Agreement does not specifically contradict these personnel rules and regulations or departmental rules and regulations or City ordinances, they shall continue subject to being changed by the City in accordance with the exercise of City rights under this Agreement and applicable State law.

#### **ARTICLE XX - WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT:**

Except where required by the terms of this Agreement, during the term of this Memorandum of Understanding, the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours, and terms and conditions of employment, whether or not covered by this Memorandum or in the negotiations leading thereto, and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this Memorandum. Regardless of the waiver contained in this Article, the parties may, however, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this Memorandum.

#### **ARTICLE XXI - EMERGENCY WAIVER PROVISION:**

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this MOU may be suspended by the City Manager during the term of such emergency. After the emergency is over, the Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the Memorandum of Understanding and any Personnel Rules and policies.

**ARTICLE XXII - ADVERSE FINANCIAL IMPACT:**

In the event that the City suffers substantial economic hardship during the term of this agreement, the parties agree to engage in a cooperative dialogue about ways to assist the City in addressing such hardship. "Substantial economic hardship," as used herein, shall include, but not be limited to, the following: a decline in overall General Fund revenues (including COPS funds) of percent (5%); a reduction in General Fund Contingency of thirty percent (30%) or more; an unbudgeted increase of ten percent (10%) or more in City expenses; or a decision by the City Council to declare a fiscal emergency. Nothing in this paragraph shall preclude or impede the City Council from exercising such additional authority as may be conferred by other provisions in this agreement or by State or Federal law.

**ARTICLE XIII - SEPARABILITY:**

If any provision of this Memorandum of Understanding is declared invalid the remainder of the agreement is valid.

**ARTICLE XXIV - FULL FORCE EFFECT**

All provision of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding or until such time as a successor agreement is approved.

**ARTICLE XXV - TERM OF MEMORANDUM OF UNDERSTANDING:**

The term of this Memorandum of Understanding shall commence on June 30, 2010, and shall continue in full force and effect through June 30,2011.

**ARTICLE XXVI - RATIFICATION AND EXECUTION:**

The City and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Association and adopted by the City Council for the City of Wheatland. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City and the Association and entered into this 30th day of June, 2010.

CITY OF WHEATLAND

GENERAL EMPLOYEES ASSOCIATION

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Stephen L. Wright

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Don Scott

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Charlie Coty

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Rafaela Vargas